

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Tri-City Electric Company of Iowa

Case 25-CA-193791

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at the Employer work room located inside the John Deere facility at 1100 13th Avenue, East Moline, Illinois 61244. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment to (b) (6), (b) (7)(C) of the amount opposite (b) (6), (b) (7)(C) name. The Charged Party is responsible for paying its share of FICA and will make appropriate withholdings from the backpay and frontpay portion due to the named employee. The Charged Party will remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. The Charged Party will also file with the Regional Director a completed Report of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar years.

	<u>Backpay</u>	<u>Frontpay</u>	<u>Expenses</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$10,951	\$1,700	\$1,971	\$285	\$237	\$15,144

The Charged Party, within 14 days from approval of this Agreement, on behalf of (b) (6), (b) (7)(C) will make contributions to the appropriate funds listed below, in the amounts listed opposite of the fund's name. The Charged Party will make checks payable to the appropriate funds, in the amounts set forth below, and will forward these checks to the Regional Director. Thereafter, the Regional Director will send the checks to the appropriate funds.

<u>Fund</u>	<u>Amount</u>
National Electrical Benefit Fund	\$487.15
NECA – Local # 145 Health & Welfare Fund	\$3621.00
NECA – Local # 145 Pension Plan (5%)	\$811.91
NECA – Local # 145 Pension Plan	\$2702.44
NECA – Local #145 Annuity Plan	\$1508.75
TOTAL	\$9131.25

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the

(b) (6), (b) (7)(C)

General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

(b) (6), (b) (7)(C)

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on May 31, 2017 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s)

(b) (6), (b) (7)(C)

provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Tri City Electric Company of Iowa 9/11/17	Charging Party (b) (6), (b) (7)(C)
By: Name and Title (b) (6), (b) (7)(C) Date (b) (6), (b) (7)(C)	By: Name and Title Date
Print Name and Title below	Print Name and Title below

Recommended By: ASHLEY MILLER ASHLEY M. MILLER Field Attorney	Date <small>Digitally signed by ASHLEY MILLER DN: c=US, o=U.S. Government, ou=National Labor Relations Board, cn=ASHLEY MILLER, 0.9.2342.19200300.100.1.1=63001003219973 Date: 2017.09.11 17:13:14 -05'00'</small>	Approved By: <i>Patricia K. Nachand</i> PATRICIA K. NACHAND Regional Director, Region 25	Date 09/14/17
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(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT discharge you because you exercised your right to have your union representative present during an investigative interview.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL remove from our files all references to the discharge of an affected employee and **WE WILL** notify the employee in writing that this has been done and that the discharge will not be used against the employee in any way.

WE WILL pay an affected employee, who does not desire reinstatement, for the wages and other benefits the employee lost because of the discharge.

WE WILL compensate an affected employee for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Regional Director allocating the backpay to the appropriate calendar quarters.

Tri City Electric Company of Iowa

(Employer)

Dated: 9-11-17 By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

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By:	Name and Title	Date	By:	Name and Title	Date
			(b) (6), (b) (7)(C)		9-11-17
Print Name and Title below					
Recommended By: ASHLEY MILLER ASHLEY M. MILLER Field Attorney			Approved By: <i>Patricia K. Nachand</i> PATRICIA K. NACHAND Regional Director, Region 25		

Digitally signed by ASHLEY MILLER
DN: c=US, o=U.S. Government, ou=National Labor Relations Board, cn=ASHLEY MILLER, 0.9.2342.19200300.100.1.1=63001003219973
Date: 2017.09.11 17:11:55 -05'00'

09/14/17

(b) (6), (b) (7)(C)

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Tri City Electric Company of Iowa

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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